

PGS 2 \$20.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Electronically Recorded
Chesapeake Operating, Inc.

AMENDMENT TO OIL AND GAS LEASE**L 0238038**

Reference is hereby made to that certain Oil and Gas Lease (hereinafter referred to as the "Lease") dated the 23rd day of January, 2007, by and between **Steed Inc., a Texas Corporation**, as Lessor, and Dale Property Services, L.L.C. as Lessee, whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, which lease is recorded by Paid Up Oil and Gas Lease in Document Number **D207145753** in the Public Records of Tarrant County, Texas covering the following described land in Tarrant County, Texas, to wit:

0.2342 acres of land, more or less, being Block 1, Lot 1G, of the Southland Terrace Addition, an addition to the City of Fort Worth, Texas, being more particularly described in that certain Plat recorded in Volume 388-116, Page 7, of the Plat records of Tarrant County, Texas.

Whereas the Lease was subsequently assigned to Chesapeake Exploration Limited Partnership, whose successor in interest is Chesapeake Exploration, L.L.C., and whose address in P.O. Box 18496, Oklahoma City, OK 73118 ("Assignee")

Whereas it is the desire of the parties to amend the Primary Term of said Lease.

Now Therefore, the undersigned do hereby delete all references to three (3) in paragraph 2 of said Lease and in its place to hereby insert four (4) so that the primary term of the lease is four (4) years.

Furthermore, the undersigned do hereby ratify, adopt and confirm said Lease as hereby amended, as a valid and subsisting Lease and the undersigned Lessor does hereby grant, demise, lease and let unto Chesapeake Exploration, L.L.C., the present owner of said Lease, the premises described above, subject to and in accordance with all of the terms and provisions of said Lease as hereby amended.

This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, legal representatives, successors, and assigns.

EXECUTED the 16 day of September, 2009, but for all purposes effective as of January 23, 2007.

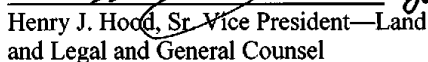
LESSOR

Richard Steed, President of Steed Inc., a Texas Corporation

ASSIGNEE

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By:

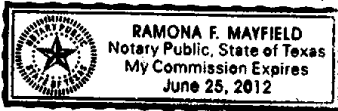


Henry J. Hood, Sr. Vice President—Land
and Legal and General Counsel

THE STATE OF TEXAS
COUNTY OF TARRANT

§
§
§

This instrument was acknowledged before me on the 16th day of September,
2009, by Richard Steed, President of Steed Inc., a Texas corporation, on behalf of
said entity.



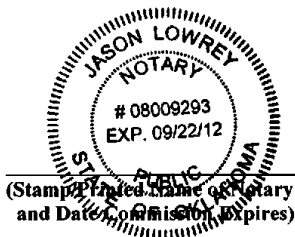
(Stamp/Printed Name of Notary
and Date Commission Expires)

Ramona F. Mayfield
Notary Public, State of Texas

RAMONA F. MAYFIELD
(printed name)

THE STATE OF Oklahoma §
COUNTY OF Oklahoma §

This instrument was acknowledged before me on the 20th day of
September, 2009, by Henry J. Hood, Executive Sr. Vice
President—Land and Legal and General Counsel of Chesapeake Exploration, L.L.C., an
Oklahoma limited liability company, as the act and deed of such limited liability
company on behalf of said limited liability company.



(Stamp/Printed Name of Notary
and Date Commission Expires)

Jason R. Lowrey

Notary Public, State of Oklahoma

Jason R. Lowrey
(printed name)

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154